

# **EXHIBIT 07**

CONFIDENTIAL

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1 UNITED STATES DISTRICT COURT  
2 EASTERN DISTRICT OF NEW YORK  
3 CIV. ACTION NO.: 1:20-cv-03395  
4 FULL CIRCLE UNITED, LLC,  
5 Plaintiff,  
6 v.

7 BAY TEK ENTERTAINMENT, INC.,  
8 Defendant.

9 \_\_\_\_\_/  
10 BAY TEK ENTERTAINMENT, INC.,  
11 Counterclaim Plaintiff,  
12 v.

13 FULL CIRCLE UNITED, LLC,  
14 Counterclaim Defendant,  
15 and  
16 ERIC PAVONY,  
17 Additional Counterclaim  
18 Defendant.

19 \_\_\_\_\_/  
20 Monday, June 20, 2022  
21 10:08 a.m. EST - 4:59 p.m. EST

22 CONFIDENTIAL  
23 VIDEOTAPED DEPOSITION TAKEN BY REMOTE VIDEOCONFERENCE  
24 OF HOLLY HAMPTON, Individually and as 30(b)(6)  
25 VOLUME I - Pages 1 - 209

26 Taken on behalf of the Plaintiff before Yvonne  
27 Corrigan, RPR, CRR, Notary Public in and for the State  
28 of Florida at Large, pursuant to Notice in the above  
29 cause.

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1 in connection with gambling?

2 A. If we're saying lottery tickets are  
3 gambling, we have a current licensing agreement with  
4 Alchemy3 for lottery tickets.

5 Q. Does the current license with GameCo  
6 involve online casinos?

7 A. No, it's just an app.

8 Q. Has the Skee-Ball Mark ever been used in  
9 connection with online casinos?

10 A. No.

11 Q. You're certain that the Skee-Ball Mark  
12 has not ever been used in connection with Sands Point --  
13 (audio lost) -- since 2016?

14 A. For social slots with a company called  
15 Zynga. I don't know --

16 (Audio problems.)

17 BY MS. CASADONTE-APOSTOLOU:

18 Q. You really cut out on that one. I'm  
19 going to ask you to repeat that. You did cut out.

20 MR. MOVIT: Yeah, the connection is  
21 frozen. If we can all just wait a minute, I  
22 think, for the connection to restore. And,  
23 Christina, if you could please re-ask the  
24 question.

25 Holly, are you there? Your screen looks

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1 A. That is true.

2 Q. Why, if Bay Tek had issues of  
3 Full Circle's use of the Skee-Ball Mark prior to 20- --  
4 I'll say -- did Bay-Tek have -- strike my previous  
5 question.

6 Did Bay Tek have any issues with  
7 Full Circle's use of the Skee-Ball Mark prior to 2020?

8 A. Yes, we were uncomfortable with how they  
9 were using it. That was not, at the time -- was not as  
10 big of a focus. We were running a [REDACTED] company  
11 and -- and our expectation is that our licensees uphold  
12 the language of the licensing agreements that they enter  
13 in, and we -- our job is not to audit the use of -- of  
14 the uses of our licensees, so this has been a small  
15 part. Our licensing agreement with Bay Tek is a small,  
16 small part of our business.

17 Q. What percentage of Bay Tek's business  
18 would you consider Full Circle's license agreement?

19 A. We've received \$161.50 from them in eight  
20 years, and we do typically [REDACTED] a year in  
21 revenue, so a very, very, very small part.

22 Q. So you believe the only value of  
23 Full Circle's license is -- I'm sorry, you mentioned an  
24 amount. What amount are you referring to?

25 A. We received two revenue royalty

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1 agreements from Full Circle.

2 Q. So the royalties --

3 A. The licensing agreement.

4 Q. Do you know what the royalties received  
5 from Full Circle were for?

6 A. Sponsorships.

7 Q. Anything else?

8 A. They were just for sponsorships.

9 Q. So your assessment of the value of  
10 Full Circle --

11 (Court reporter seeks clarification.)

12 THE WITNESS: They were just for  
13 sponsorships.

14 BY MS. CASADONTE-APOSTOLOU:

15 Q. Okay. I'm going to move on.

16 Other than the 2016 BEEB event, did  
17 Bay Tek ever attend any other events operated by  
18 Full Circle?

19 A. Yes. I attended, along with some  
20 coworkers, another BEEB event in 2017; and myself and  
21 some coworkers attended a tournament one other time; and  
22 I believe two of our employees went to another  
23 tournament at another time. So there's been a couple, a  
24 few events that we've attended.

25 Q. How many?

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1 MR. MOVIT: Okay. Could we take a  
2 five-minute break? We have been going for  
3 quite a while.

4 MS. CASADONTE-APOSTOLOU: Yes, we can.

5 THE VIDEOGRAPHER: We're off the record.  
6 The time is 4:37 p.m.

7 (Recess taken -- 4:37 p.m.)

8 (Return from recess -- 4:46 p.m.)

9 THE VIDEOGRAPHER: We're back on the  
10 record. The time is 4:46 p.m.

11 MS. CASADONTE-APOSTOLOU: Thank you.

12 Q. I'm looking at topic number 11 now.

13 "Bay Tek's attempts to develop or operate Live Play on  
14 its own, including, but not limited to, its negotiations  
15 with GameCo, LLC concerning the development of Live Play  
16 for the casino market and family entertainment center,  
17 FEC, market."

18 Ms. Hampton, can you tell me everything  
19 that you did to prepare to testify on Bay Tek's behalf  
20 concerning topic 11?

21 A. I did nothing because I was in  
22 communication with GameCo on this topic. So I'm -- I  
23 couldn't speak to it.

24 Q. You were on each and every communication  
25 with GameCo about this topic?

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1 A. Yes.

2 Q. There are no communications involving  
3 anyone at Bay Tek that have information of your  
4 involvement to this topic?

5 MR. MOVIT: Objection.

6 THE WITNESS: Morgan Ward brought me this  
7 contact, but I would have been on every -- I  
8 feel very confidently that I am well-versed in  
9 this topic.

10 BY MS. CASADONTE-APOSTOLOU:

11 Q. Okay. But you have not been on -- you  
12 can't testify today that you have been on each and every  
13 communication that Bay Tek has had with GameCo  
14 concerning topic 11, right?

15 MR. MOVIT: Objection. Asked and  
16 answered.

17 MS. CASADONTE-APOSTOLOU: She didn't  
18 answer the question.

19 Q. Go ahead, Ms. Hampton.

20 A. If we are considering Dimensional  
21 Branding Group as a division of Bay Tek because Morgan  
22 worked for DBG when she brought me this contact, I would  
23 have been the only one in communication from Bay Tek  
24 with GameCo.

25 Q. So, I'm sorry, I don't follow. Are you

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1 considering Dimensional Branding Group separate from  
2 Bay Tek for the purposes of topic 11?

3 A. Yes.

4 Q. So have you been considering Dimensional  
5 Branding Group separately from Bay Tek for any other  
6 topics identified on the 30(b)(6) notice?

7 MR. MOVIT: Object to the form.

8 THE WITNESS: If it says "Bay Tek," I  
9 consider it Bay Tek. If it says "Dimensional  
10 Branding Group," I consider it Dimensional  
11 Branding Group. I --

12 BY MS. CASADONTE-APOSTOLOU:

13 Q. Okay. Do you know whether Morgan Ward  
14 was employed by Bay Tek -- excuse me, strike that.

15 Do you know whether Morgan Ward was  
16 employed -- I'm sorry -- by Bay Tek during the time  
17 period that Bay Tek was communicating with GameCo, LLC  
18 about topic 11?

19 A. She was employed by Dimensional Branding  
20 Group which was owned by Bay Tek, so I -- depending how  
21 you want to look at it.

22 Q. Okay. Okay. And what information can  
23 you provide concerning topic 11?

24 A. Certainly. Pitch from GameCo. After we  
25 had done the iSkill gaming app deal brought us a



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1 [REDACTED]  
2 [REDACTED] [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED] [REDACTED]  
7 [REDACTED] [REDACTED]  
8 [REDACTED]  
9 [REDACTED] [REDACTED]  
10 [REDACTED]  
11 [REDACTED]

12 MR. MOVIT: I'm going to mark that answer  
13 attorneys' eyes only as it has nothing to do  
14 with Skee-Ball.

15 BY MS. CASADONTE-APOSTOLOU:

16 Q. Is it your testimony that there have been  
17 no communications with GameCo, LLC about using the  
18 Skee-Ball Mark?

19 A. That is correct.

20 Q. And your bay -- can you provide for me  
21 all the information that -- to support your testimony?

22 A. I was the one in contact with them around  
23 this topic, and they never once requested Skee-Ball.

24 Q. Number 12, "Bay Tek's knowledge of Full  
25 Circle's activities, including Brewskee-Ball, and when

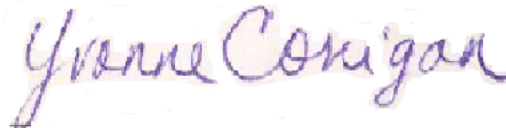
CERTIFICATE OF OATH OF WITNESS

STATE OF FLORIDA )

COUNTY OF SARASOTA )

I, YVONNE CORRIGAN, Registered Professional  
Reporter, Certified Realtime Reporter, Notary Public in  
and for the State of Florida at Large, certify that the  
witness, HOLLY HAMPTON, VOLUME I, remotely appeared  
before me on June 20, 2022 and was duly sworn by me.

WITNESS my hand and official seal this 28th day of  
June, 2022.



YVONNE CORRIGAN, RPR, CRR

Notary Public, State of Florida

Commission No. GG 283606

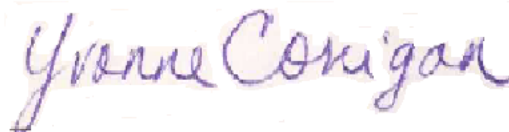
Expires: January 31, 2023

REPORTER'S DEPOSITION CERTIFICATE

I, YVONNE CORRIGAN, Registered Professional Reporter, Certified Realtime Reporter, certify that I was authorized to and did stenographically report the foregoing remote deposition of HOLLY HAMPTON, the witness herein on June 20, 2022; that a review of the transcript was requested; and that the foregoing transcript, VOLUME I, pages 1 through 209, is a true and complete record of my stenographic notes.

I FURTHER certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

Dated this 28th day of June, 2022.



YVONNE CORRIGAN, RPR, CRR

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

FULL CIRCLE UNITED, LLC,

Plaintiff,

vs. Civ. Action No. 1:20-cv-03395

BAY TEK ENTERTAINMENT, INC.,

Defendant.

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BAY TEK ENTERTAINMENT, INC.,

Counterclaim Plaintiff,

vs.

FULL CIRCLE UNITED, LLC,

Counterclaim Defendant,

and

ERIC PAVONY,

Additional Counterclaim Defendant.

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VOLUME II OF III  
(Pages 210 - 374)

VIDEOTAPED

DEPOSITION OF: HOLLY HAMPTON

TAKEN BY: The Plaintiff/Counterclaim  
Defendants

DATE TAKEN: Wednesday, June 22, 2022

TIME: 9:07 a.m. - 3:13 p.m.  
Central Standard Time

PLACE: Via Zoom Videoconference

REPORTED BY: Tonya H. Magee, Registered  
Professional Reporter and Notary  
Public, State of Florida at Large

1 Bay Tek requesting that Bay Tek provide service for the  
2 Skee-Ball Live lanes?

3 MR. MOVIT: Can you read that back, Madam  
4 Court Reporter?

5 MS. CASADONTE-APOSTOLOU: Sure. Please, go  
6 ahead.

7 (The question was read back by the court  
8 reporter.)

9 MR. MOVIT: Okay. No objection.

10 A. I don't recall.

11 Q. (BY MS. CASADONTE-APOSTOLOU) Did Bay Tek enter  
12 into a revenue share agreement with Full Circle at any  
13 time?

14 A. No.

15 Q. Has -- to your knowledge, has Bay Tek ever  
16 entered into a revenue share agreement with any other  
17 third party, other than Full Circle?

18 A. Yes.

19 Q. Can you please identify the entity or  
20 individual with whom Bay Tek has entered into a revenue  
21 share agreement?

22 MR. MOVIT: Objection to the question. I am  
23 designating this section attorneys' eyes only on  
24 this topic.

25 (The requested section of testimony was

1 manuals and we do our compliance testing. We'll do a  
2 ship test. It's -- it's really the phase that is really  
3 critical to -- to finishing up a development project and  
4 getting it ready for a product to go live to  
5 marketplace.

6 MR. MOVIT: Just note that Ms. Hampton's  
7 testimony about product development we're  
8 designating it as attorneys' eyes only.

9 MS. CASADONTE-APOSTOLOU: That's fine.

10 (The requested section of testimony was  
11 designated attorneys' eyes only.)

12 Q. (BY MS. CASADONTE-APOSTOLOU) How -- how does  
13 Bay Tek determine whether a product gets through  
14 launchpad or not?

15 A. So during -- during the development phase, we  
16 need to have the game fully tested in the field. That  
17 includes hardware testing, software testing. It  
18 includes earnings and -- and payout testing. So we need  
19 to make sure that the game is going to earn well before  
20 it's launched into the product -- into the marketplace.

21 Typically, most of our games are ticket  
22 redemption. So very, very key is that it pays out  
23 correctly. So we have to make sure we have the right  
24 ticket patterns. So all of that testing needs to be  
25 fully confirmed before we would bring a product to

1 market.

2 Q. And then if the product gets through  
3 launchpad, it is a production product at that point?

4 A. Yeah, that would be fair to say, production.

5 Q. When something is a production product, does  
6 that mean that there are already orders for that  
7 products or not?

8 A. So they kind of go hand in hand. We typically  
9 don't preorder anything. We will typically do what we  
10 call soft launch even after we launch the product into  
11 production, where depending on the type of game we will  
12 pick a number, 25, 50, ten, and we will have full  
13 production units go out into the field and then we'll  
14 kind of have a holding period for maybe 30, 60 days.

15 Because with more units out in the field, you  
16 just tend to uncover more problems and that allows us to  
17 make any modifications that are needed once you get more  
18 scale in the marketplace. So typically, do a soft  
19 launch of full production models and -- and -- yeah, I  
20 think that answers your question.

21 Q. Yes, it does.

22 Can you provide everything you did to prepare  
23 to testify on behalf of Bay Tek concerning topic 32,  
24 "Bay Tek's use and understanding of the term 'NSBL'?"

25 A. So this one's pretty simple. We just -- I

1 Q. Was develop -- was the development and  
2 manufacture of the Skee-Ball Live lane outside of Bay  
3 Tek's core business?

4 A. This one, yes, a little bit, because it was --  
5 because we were not going to do the project based on the  
6 letter of intent that we had signed with Full Circle  
7 until they had funding because we're not in the business  
8 of developing products for customers without funding.  
9 And we eventually decided to do a prototype with Full  
10 Circle without funding. So that would have fallen under  
11 normal business outside of our core business.

12 Q. Can you just explain what Bay Tek's core  
13 business was in 2016?

14 A. Sure. Core business is to design and  
15 manufacture arcades. And our core business, Christina,  
16 then would be to sell them to our distribution people.

17 Q. In 2017, what was Bay Tek's core business?

18 A. The same thing.

19 Q. Did Bay Tek's core business change at any time  
20 after 2016?

21 A. In 2018, when we changed our name to Bay Tek  
22 Entertainment, we had modified our mission and vision  
23 statement to remove -- it was something along the lines  
24 of designing and manufacture coin-operated games to  
25 something a little bit more broader of designing and



1 manufacturing innovative products and services. So it  
2 was a slight modification. We just expanded our  
3 umbrella.

4 Q. Skee-Ball Live lanes weren't coin-operated  
5 games, right?

6 A. The prototypes that we made did not have coin  
7 boxes.

8 Q. Was there anything limiting Bay Tek's ability  
9 to manufacture games that were not coin-operated games  
10 prior to 2018?

11 A. So the term "coin operated" is -- it's just a  
12 general term that our industry uses for our products. I  
13 am smiling because I -- I loathe the word and I don't  
14 think it -- it's just a really old, antiquated term  
15 that's used to describe our industry's products. They  
16 have not -- they haven't been coin operated for a long  
17 time. They're usually player cards. So it's just a  
18 basic term and I think it's not used.

19 Q. So was there anything limiting Bay Tek's  
20 ability to go outside of the coin oper -- strike that.

21 So what is a coin-operated game?

22 A. So it's just a term for typically arcade  
23 games, right. I mean, it started with an onset of all  
24 games were played with quarters and -- video arcade  
25 games in the '80s, and then they were played with tokens

1 at Chuck E. Cheese and Dave & Busters. They're always  
2 played with some sort of a coin or token.

3 It's just a general layman terminology in our  
4 industry of describing arcade games and it's just --  
5 it's -- we also use the term "pay to play," right. Our  
6 games are typically pay to play versus in-home games or,  
7 you know -- it's -- it's -- they're revenue generated.  
8 So coin operated is just an old, antiquated term for our  
9 industry in general.

10 Q. Prior to 2017, had Bay Tek ever manufactured a  
11 game with a free-play button?

12 A. Yes.

13 Q. What -- what game was manufactured by Bay Tek  
14 with a free-play button prior to 2017?

15 A. All of our trade show games are built with  
16 free-play buttons. We have -- at least for 2017, we had  
17 a gentleman who worked on home parts in carnival  
18 markets. And home was really kind of defined as  
19 non-revenue generating. So we would sell games with  
20 free-play buttons to homes, corporate offices, places  
21 like that.

22 Q. Can you provide everything you did to prepare  
23 to provide testimony on behalf of Bay Tek concerning  
24 topic 33. I'm not going to read it.

25 A. It's okay. And, Christina, would it be okay

1 decision was made by June 4, 2018.

2 Q. (BY MS. CASADONTE-APOSTOLOU) Do you have any  
3 facts or information concerning the decision being made  
4 prior to June 4, 2018?

5 A. A driving force would have been around the  
6 fact that we did not have our revenue share agreement in  
7 place.

8 Q. When you say you didn't have a revenue share  
9 agreement in place, do you mean a written agreement or  
10 any agreement?

11 A. A legally binding revenue share agreement,  
12 yeah, a written agreement signed by both parties.

13 Q. Do you -- do you recall any facts or  
14 information about discussing the terms of the -- a  
15 revenue share agreement with Full Circle?

16 A. There were some emails back and forth, but  
17 nothing had ever -- had ever formalized. And I -- I  
18 wish that we had, like, a boilerplate agreement. We  
19 just didn't. So it -- just it didn't happen and we  
20 didn't want to -- we didn't want to continue to fund any  
21 more efforts until we had that in place.

22 Q. You didn't want to continue to fund  
23 anything -- you trailed off there.

24 A. We didn't want to continue to fund any more  
25 efforts around the prototype project until we had a

1       them -- the proposals of 15 percent, it's just not the  
2       business model that we're used to. So we just wanted to  
3       get that wrapped up for those ten lanes before we  
4       continued to spend any more money.

5           Q.     So you testified that Bay Tek funded the  
6       manufacture of the Skee-Ball Live lanes that were  
7       delivered to Full Circle, right?

8           A.     Yeah. The manufacturing and the development,  
9       yeah, we -- we funded that.

10          Q.     Did Bay Tek, when it was funding the  
11       manufacture of the Skee-Ball Live lanes, believe that  
12       Full Circle was going to repay Bay Tek for its cost for  
13       manufacturing the lanes?

14          A.     So there's two fundings that we're talking  
15       about. It's the -- the development time and cost and  
16       resources and also then the -- the cost of the -- the  
17       ten lanes. We did believe that we were going to -- to  
18       support those ten lanes on our rev share business model,  
19       to which we had never agreed upon final terms.

20          Q.     So it was Bay Tek's understanding, at the time  
21       it delivered the Skee-Ball Live lanes to Full Circle,  
22       that there was a rev share in place, but its terms were  
23       not agreed upon?

24          A.     We agreed that the business model to recoup  
25       our costs for those ten lanes would be through a revenue

1 share model and we've never -- we've never formally  
2 agreed upon all of the terms.

3 Q. It says here in this Exhibit 6, BT0007864,  
4 "They don't know what we want from the app or why."

5 Do you have any recollection of what you were  
6 referring to?

7 A. I don't know. I would only be speculating.

8 Q. Okay. In the last bullet of this email you  
9 say -- you state, "We will see what their move will be  
10 if we no longer support the live lane."

11 When you -- you're referring to Full Circle in  
12 that statement, right?

13 A. That is correct.

14 Q. Do you recall what -- what you were referring  
15 to here? What moves could -- what moves were you  
16 referring to?

17 A. Oh, I don't know what moves, but I know that I  
18 meant -- by no longer supporting the live lane meant  
19 shelving that project and no longer funding with us.  
20 That's what I meant. I don't -- I don't know what that  
21 they were -- I don't know what moves.

22 Q. So at this point in time, Bay Tek had made a  
23 decision not only to not continue to support the Live  
24 Lanes, but to not work with Full Circle, right?

25 A. That's not correct.

1 Q. In this email it says, "It's another example  
2 of why we don't want to work with these guys."

3 A. Yeah. So what I mean by that is continuing to  
4 fund and develop a project outside of the scope of our  
5 licensing agreement.

6 Q. So it's your position that Bay Tek was willing  
7 to work with Full Circle in other capacities outside of  
8 the Skee-Ball Live project?

9 A. We still had a licensing agreement with them  
10 that we were upholding. It was just the fact that we  
11 were doing this project above and beyond what was  
12 expected from our responsibilities with the licensing  
13 agreement and -- and we discussed this with -- with  
14 Pavony and he -- this was at a critical time for our  
15 business, where the family entertainment center business  
16 was booming.

17 And the fact that we had taken -- we had four  
18 product development teams. And the fact that we had  
19 taken one of them off full time to -- to come off of a  
20 family entertainment center project on to this without  
21 full clarity, we just -- just -- we were taking a  
22 business gamble by doing that and we didn't have all of  
23 the clarity that we needed. So we just wanted to put  
24 this on pause and -- and --

25 Q. What clarity did Bay Tek need to --

1 MR. MOVIT: Wait, wait, wait, wait, wait,  
2 wait, wait. Holly was not done.

3 Q. (BY MS. CASADONTE-APOSTOLOU) I apologize for  
4 that. I thought you were finished. Apologies.

5 A. No, it's okay.

6 I just -- you know, the statement prior to our  
7 last -- second-to-last sentence is the video that they  
8 posted and -- and so that's what I was also just  
9 referring to. So beyond the fact that we were taking  
10 this 25 percent of our entire R&D efforts and putting it  
11 toward this project where they didn't have funding, we  
12 didn't have alignment on a revenue share agreement, and  
13 then they were -- they were speaking poorly about us,  
14 there's a lot of reasons why we just decided to put this  
15 prototype project on hold. But our licensing agreement  
16 was still intact.

17 Q. Was it Bay Tek's understanding that the  
18 Skee-Ball Live lanes were not subject to the terms of  
19 the licensing agreement between Full Circle and Bay Tek?

20 A. That's correct.

21 Q. So the development and manufacture of the  
22 Skee-Ball Live lanes weren't -- was not a licensing  
23 project for Bay Tek?

24 MR. MOVIT: Object to the form of the  
25 question; also calls for a legal conclusion.

1           A.     Certainly, I believe that us developing the  
2     Skee-Ball Live prototype was outside of the scope of our  
3     licensing agreement with Full Circle.

4           Q.     (BY MS. CASADONTE-APOSTOLOU) Would the  
5     Skee-Ball Live lane project still be considered a  
6     licensing project for Bay Tek?

7           A.     Good question. I don't know. We never  
8     defined it. I -- I don't know how we would have defined  
9     that.

10          Q.     At this time, June 4, 2018, were you in charge  
11     of licensing for Bay Tek?

12          A.     Yes.

13          Q.     So if anyone was going to define whether the  
14     Skee-Ball Live lane project was a licensing project,  
15     would you have been the person for Bay Tek to do so?

16          A.     No. This was an R&D project working with one  
17     of our licensees. So I -- I would look at this more of  
18     a product development than a licensing project. It just  
19     happened to be with one of our licensees.

20          Q.     So would the decision-maker concerning the  
21     Skee-Ball Live lane project be an R&D person at Bay Tek?

22          A.     I mentioned that. I think it would have  
23     branded -- our -- our R&D leader owns the portfolio  
24     team, and that's who would have, again, at the end of  
25     the day, made the decisions on this. And -- and



1 revenue share agreement between Full Circle and Bay Tek.

2 MR. MOVIT: I'm going to object. That is --  
3 lack of foundation; assumes facts not in evidence.

4 Q. (BY MS. CASADONTE-APOSTOLOU) We were  
5 discussing the revenue share agreement, right?

6 A. We were sharing a business model of revenue  
7 sharing potentially.

8 Q. We -- you had testified concerning a revenue  
9 share agreement Full Circle alleged existed between Bay  
10 Tek and Full Circle, right?

11 MR. MOVIT: Object to the form. Are you  
12 trying to ask if Ms. Hampton agrees with the  
13 allegation or are you just asking her --

14 MS. CASADONTE-APOSTOLOU: No, we -- we're  
15 talking about a revenue share agreement.

16 A. We were talking about the business model of  
17 revenue sharing the ten lanes to Full Circle. There was  
18 never an agreement in place.

19 Q. (BY MS. CASADONTE-APOSTOLOU) Okay. Was it  
20 your understanding -- Bay Tek's understanding that the ten lanes  
21 manufactured for Full Circle by Bay Tek were going to be  
22 paid for pursuant to a revenue share model?

23 A. Correct.

24 Q. Okay. But Bay Tek contends that there were no  
25 terms concerning the revenue share agreement -- the

1 revenue share agreed upon between Bay Tek and Full  
2 Circle?

3 MR. MOVIT: Objection; calls for a legal  
4 conclusion.

5 A. There were basic terms discussed, but a full  
6 agreement was never executed.

7 Q. (BY MS. CASADONTE-APOSTOLOU) What terms did  
8 Bay Tek contend were not agreed to concerning the  
9 revenue share agreement between Bay Tek and Full Circle?

10 A. I don't know all of the terms that could be  
11 found in a revenue share agreement. We had spoken very  
12 high level about basic business model terms, but I -- I  
13 don't know what all would go into a revenue share  
14 agreement.

15 Q. Provided that all the terms of a revenue share  
16 agreement had been agreed upon between Bay Tek and Full  
17 Circle, was it Bay Tek's intention to continue with the  
18 Skee-Ball Live project?

19 MR. MOVIT: Objection; hypothetical.

20 A. No. The revenue share -- the lack of a  
21 revenue share agreement was just one. We never -- we  
22 would only agree to move on with the project if it met  
23 expectations for us to continue to fund it.

24 Q. (BY MS. CASADONTE-APOSTOLOU) What does that  
25 mean, expectations to continue to fund it?

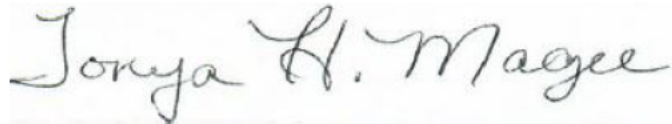
CERTIFICATE OF OATH

STATE OF FLORIDA:

COUNTY OF HILLSBOROUGH:

I, Tonya H. Magee, Registered Professional Reporter, Notary Public, State of Florida, certify that HOLLY HAMPTON personally appeared before me on June 2s, 2022, and was duly sworn.

Witness my hand and official seal this 28th day of June 2022.



Tonya H. Magee,  
Registered Professional Reporter  
Notary Public, State of Florida  
My Commission No. GG 947928  
Expires: March 8, 2024

Type of Identification Produced: Wisconsin Driver's License

CERTIFICATE OF REPORTER

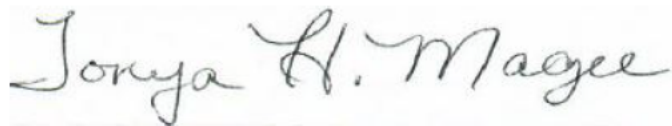
STATE OF FLORIDA:

COUNTY OF HILLSBOROUGH:

I, Tonya H. Magee, Registered Professional Reporter, Court Reporter, and Notary Public, certify that I was authorized to and did stenographically report the deposition of HOLLY HAMPTON; that a review of the transcript was requested; and that the foregoing transcript, pages 213 through 370, is a true and accurate record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 28th day of June 2022.

A handwritten signature in cursive script that reads "Tonya H. Magee". The signature is written in dark ink on a light background.

Tonya H. Magee, RPR

1 UNITED STATES DISTRICT COURT  
2 EASTERN DISTRICT OF NEW YORK

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3 FULL CIRCLE UNITED, LLC,

4 Plaintiff,

5 vs. Civ. Action No. 1:20-cv-03395

6 BAY TEK ENTERTAINMENT, INC.,

7 Defendant.

8 \_\_\_\_\_/  
9 BAY TEK ENTERTAINMENT, INC.,

10 Counterclaim Plaintiff,

11 vs.

12 FULL CIRCLE UNITED, LLC,

13 Counterclaim Defendant,

14 and

15 ERIC PAVONY,

16 Additional Counterclaim Defendant.

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17  
18 Remote Videotaped Deposition of  
19 HOLLY HAMPTON, Volume III of III, taken at the  
20 instance of the Plaintiff/Counterclaim  
21 Defendants, before KATHY P. PABICH, a Notary  
22 Public in and for the State of Wisconsin,  
23 taken from Green Bay, Wisconsin, on June 30,  
24 2022, commencing at 12:49 p.m. and concluding  
25 at 6:16 p.m., Central Standard Time.

1 the product licensed under that license?

2 MR. MOVIT: Object to the form of the  
3 question.

4 THE WITNESS: I don't see why not as long as  
5 they're not running teams or leagues or -- or  
6 tournaments.

7 BY MS. CASADONTE-APOSTOLOU:

8 Q Do you know whether Alchemy3 has ever used  
9 leagues or tournaments involving Skee-Ball ar --  
10 Skee-Ball arcade games in connection with its  
11 lottery promotion business?

12 A They should not have because I've made it  
13 clear that they cannot run leagues or tournaments  
14 that we have -- that they're well aware of  
15 Full Circle.

16 Q How are they aware of Full Circle?

17 A Because I've let them know that they cannot  
18 run leagues or tournaments, but having a pair of  
19 Skee-Ball alleys at a trade show to help promote the  
20 Ohio State Skee-Ball ticket program is -- I don't  
21 see that breaching our contract.

22 Q So there would be conversations with Alchemy3  
23 about leagues and tournaments involving the  
24 Skee-Ball mark?

25 MR. MOVIT: Object to the form of the

1 question.

2 THE WITNESS: I have -- Alchemy3 is a very  
3 promotional-minded company, and I have just let them  
4 know that if they're going to use Skee-Ball-branded  
5 alley rollers, that they cannot run leagues or  
6 tournaments.

7 BY MS. CASADONTE-APOSTOLOU:

8 Q Have you -- do you recall any communications  
9 with Alchemy3 about what they could use  
10 Skee-Ball-branded alley rollers for in connection  
11 with their license?

12 A To promote their scratch-off tickets.

13 Q Okay. Mr. Atfeh, could you please bring up  
14 what we'll mark as Exhibit 14.

15 (Exhibit 14 was marked for identification.)

16 MS. CASADONTE-APOSTOLOU: Turn the music up.  
17 Turn the volume on, please.

18 MR. ATFEH: Can you hear it at all?

19 MS. CASADONTE-APOSTOLOU: No.

20 MR. MOVIT: No.

21 MR. ATFEH: All right. So maybe I need to  
22 just unmute myself then. Let me try that again.

23 MR. MOVIT: No, we cannot hear it.

24 MS. CASADONTE-APOSTOLOU: We cannot.

25 MR. ATFEH: Can you hear it?

1 MR. MOVIT: No.

2 MS. CASADONTE-APOSTOLOU: No.

3 MR. ATFEH: It's playing on mine. I --

4 MS. CASADONTE-APOSTOLOU: Move it to a  
5 different screen maybe.

6 Q Okay. Are you aware -- have you ever seen  
7 the video -- I'll wait actually. Mr. Atfeh's trying  
8 to bring up a one-minute video that was found on the  
9 Internet.

10 MR. ATFEH: Let me know if this works.

11 (Video played.)

12 MR. ATFEH: Is that working?

13 MS. CASADONTE-APOSTOLOU: Yes.

14 MR. MOVIT: Yes.

15 (Video played.)

16 BY MS. CASADONTE-APOSTOLOU:

17 Q Have you seen this video before?

18 A I have not.

19 Q But were you aware that Alchemy3 -- strike  
20 that.

21 Were you aware of the use of the Skee-Ball  
22 mark reflected in the video that has been marked as  
23 Exhibit 14?

24 MR. MOVIT: Objection, lacks foundation.

25 You've not authenticated the document.



1 THE WITNESS: I'm not aware.

2 BY MS. CASADONTE-APOSTOLOU:

3 Q Do you recall any communications with  
4 Alchemy3 about using the Skee-Ball mark in  
5 connection with a promotional video for The Roll For  
6 Ohio on TV?

7 MR. MOVIT: Objection. Was Alchemy3 even in  
8 the video?

9 THE WITNESS: Yeah, I don't --

10 BY MS. CASADONTE-APOSTOLOU:

11 Q Alchemy3 is a promotional company. That  
12 wouldn't be in the video.

13 A I don't --

14 Q You testified that Alchemy3 has the right to  
15 use the Skee-Ball mark in connection with promoting  
16 state lotteries, right?

17 A Correct.

18 Q And even though it was within the scope of  
19 the areas of inquiry, you couldn't think of any of  
20 the states that they used the Skee-Ball mark under  
21 the -- in connection with their license?

22 A I can think of states. I could not give you  
23 an exhausted list.

24 Q We -- we didn't name any of the states.

25 MR. MOVIT: Would you like her to name some

1 states?

2 MS. CASADONTE-APOSTOLOU: Yeah, I have, I  
3 would.

4 THE WITNESS: We've been in Wisconsin --

5 BY MS. CASADONTE-APOSTOLOU:

6 Q Oh, you're reading a list now. Did someone  
7 send you a list?

8 A No, I'm not reading a list.

9 Q You --

10 MR. MOVIT: Stop badgering the witness.

11 BY MS. CASADONTE-APOSTOLOU:

12 Q You looked down. You --

13 A I have a -- I'm holding a rock.

14 Q Okay. Well, it --

15 A There's no list in front of me.

16 Q Okay.

17 A Wisconsin, Maryland, Missouri, Washington  
18 State. Those are a few that come to mind.

19 Q Ohio is one, right?

20 A Yes.

21 Q Okay. Were there any communications that you  
22 can recall with Alchemy3 about creating a  
23 promotional video for The Roll For Ohio Lottery that  
24 involved the Skee-Ball mark?

25 A Not that I recall. This does not -- this was

1 never approved and it does not look like it was a --  
2 it looks like the lotto did this and not Alchemy3.

3 Q It looks like what?

4 A It looks like the state lotto did this and  
5 not Alchemy3.

6 Q Okay. So you -- is it your testimony that if  
7 Alchemy3 wasn't -- strike that.

8 Was it -- the use of the Skee -- do you  
9 contend that the Skee-Ball mark was used in this  
10 video?

11 MR. MOVIT: First of all, I'm going to  
12 caution the witness not to speculate again about a  
13 document that she's never seen before. The question  
14 is whether the Skee-Ball mark was used in the video,  
15 that calls for a legal conclusion, but you can  
16 answer.

17 THE WITNESS: Yes, the Skee-Ball mark was  
18 used in the video.

19 BY MS. CASADONTE-APOSTOLOU:

20 Q Okay. Can you describe to the best of your  
21 -- where it was used in the video?

22 A It was used on -- I saw it on one of the  
23 alley rollers.

24 Q Any other use of the mark that you saw?

25 A That's where I recall seeing it.

1 Q To the extent that the Skee-Ball mark was  
2 used in this video, would Alchemy3 have had to get  
3 your permission before using the mark in that  
4 manner?

5 MR. MOVIT: Objection. Do you mean were they  
6 supposed to have?

7 THE WITNESS: If Alchemy3 was part of putting  
8 this together, yes, we would have had permission --  
9 they have sought permission.

10 BY MS. CASADONTE-APOSTOLOU:

11 Q Do you have any reason to believe that they  
12 weren't involved --

13 THE REPORTER: Wait, repeat that, please, the  
14 beginning.

15 BY MS. CASADONTE-APOSTOLOU:

16 Q Do you have any reason -- strike that.

17 Are you aware of any promotional videos by  
18 Alchemy -- involving Alchemy3 using the Skee-Ball  
19 mark in connection with The Roll For Ohio?

20 MR. MOVIT: Can you repeat that, Madam Court  
21 Reporter.

22 THE REPORTER: "Are you aware of any  
23 promotional videos by Alchemy -- involving Alchemy3  
24 using the Skee-Ball mark in connection with The Roll  
25 For Ohio?"

1 THE WITNESS: Not to my -- not to my  
2 knowledge.

3 BY MS. CASADONTE-APOSTOLOU:

4 Q Okay. Do you recall -- do you recall any  
5 communication with Alchemy3 about using the  
6 Skee-Ball mark in connection with Ohio State  
7 Lottery?

8 A I don't. I didn't even recall that Ohio's  
9 one of the states.

10 Q But you stated Wisconsin, Missouri. Who else  
11 were --

12 A Washington State, Maryland.

13 Q Okay. And is this -- is there just one  
14 license with Alchemy3 for the Skee-Ball mark?

15 A Yes.

16 Q We're going to bring up, Mr. Atfeh, the ad --  
17 or I'm sorry, it's not an ad, it's a website as  
18 Exhibit 15.

19 MR. ATFEH: I'm sorry. Can you repeat that.

20 MS. CASADONTE-APOSTOLOU: As Exhibit 15.

21 MR. ATFEH: You would like me to pull up The  
22 Roll --

23 MS. CASADONTE-APOSTOLOU: The website --

24 MR. ATFEH: -- The Roll --

25 MS. CASADONTE-APOSTOLOU: -- the website.

1 MR. MOVIT: Not yet, Christina.

2 MS. CASADONTE-APOSTOLOU: All right. I  
3 mentioned earlier that my second screen broke and I  
4 can't tell what you see. Is it working now?

5 MR. MOVIT: Yes.

6 MS. CASADONTE-APOSTOLOU: What do you see?

7 THE WITNESS: The licensing agreement.

8 MR. MOVIT: It's very small.

9 MS. CASADONTE-APOSTOLOU: That's not supposed  
10 to be. He's -- can you see it now?

11 MR. MOVIT: Christina, we still see a very  
12 small copy of the license agreement.

13 MS. CASADONTE-APOSTOLOU: Okay, let me -- let  
14 go off. I'm sorry. Go off --

15 THE VIDEOGRAPHER: Off the record at 5:58  
16 p.m.

17 (Pause in the proceedings.)

18 THE VIDEOGRAPHER: We're back on the record  
19 at 5:59 p.m.

20 (Exhibit 20 was marked for identification.)

21 BY MS. CASADONTE-APOSTOLOU:

22 Q Okay, I've shared my screen, right? Do you  
23 see it?

24 A Yes.

25 Q BT0010281. It's Exhibit 20, I think. It's

1 from you to Lance Treankler, February 16, 2018. The  
2 top e-mail says "We are currently at a stand still  
3 with them on the Skee-Ball Live project. They  
4 continued to be bad partners. D. Timm is working on  
5 our next steps."

6 Who is D. Timm?

7 A David Timm is our Bay Tek attorney.

8 Q And previously the e-mail underneath, it's  
9 from Lance to you on February 20 -- 16, 2018, and  
10 that he's saying "What does this mean?" in response  
11 to an e-mail you sent saying "Hey All, There has  
12 been some verbal discussion around this topic this  
13 week and I just wanted to follow up with an email  
14 letting you know that we will cease all  
15 communication with the Full Circle  
16 (Brewskee Ball/NSBL) guys effective immediately.  
17 I will be our point of contact for them moving  
18 forward as we navigate our next steps. Please let  
19 your teams know this if you haven't already."

20 Am I -- so you're telling Lance Treankler  
21 that Full Circle continues to be bad partners,  
22 right?

23 A That's what it says, yes.

24 Q Why, why did you say -- why did you call Full  
25 Circle bad partners?

1 STATE OF WISCONSIN )  
 ) ss.

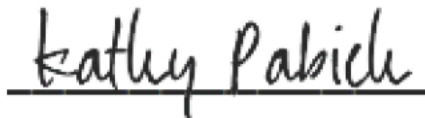
2 COUNTY OF MILWAUKEE )  
3

4 I, KATHY P. PABICH, CSR, do hereby certify that  
5 the preceding deposition was recorded by me and  
6 reduced to writing under my personal direction.

7 I further certify that said deposition was taken  
8 remotely from Green Bay, Wisconsin, on the 30th day  
9 of June, 2022, commencing at 12:49 p.m. and  
10 concluding at 6:16 p.m.

11 I further certify that I am not a relative or  
12 employee or attorney or counsel of any of the  
13 parties, nor a relative or employee of such attorney  
14 or counsel, or financially interested directly or  
15 indirectly in this action.

16 In witness whereof, I have hereunto set my hand at  
17 Milwaukee, Wisconsin, this 5th day of July, 2022.  
18  
19

20   
21

KATHY P. PABICH, CSR



UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

FULL CIRCLE UNITED, LLC,

*Plaintiff,*

v.

BAY TEK ENTERTAINMENT, INC.,

*Defendant.*

Case No. 1:20-cv-03395-BMC

**ERRATA SHEET**

BAY TEK ENTERTAINMENT, INC.,

*Counterclaim Plaintiff,*

v.

FULL CIRCLE UNITED, LLC,

*Counterclaim Defendant,*

*and*

ERIC PAVONY,

*Additional Counterclaim Defendant.*

Holly Hampton, being duly sworn, deposes and says:

1. I have reviewed the transcript of my deposition taken on June 20, 22, and 30, 2022. The following changes are necessary to correct my testimony:

Page/Line	Corrected Testimony	Reason for Correction
Page 51, lines 7-10	I meant to say that Full Circle introduced themselves to us in 2015 before we bought SBI, and then we actually met them in-person in	Clarification

	2016.	
Page 106, line 15	“Bay Tek” should be “Full Circle”	Misspoke/Clarification
Page 111, line 17	Insert “an” between “Jensen’s” and “electrical “	Transcription error
Page 184, line 5	Insert “the” between “use” and “Skee-Ball”	Clarification
Page 193, line 14	Remove “and we”	Transcription error
Page 197, line 24	“Pitch” should be “Rich.”	Transcription error
Page 227, line 19	“Simms” should be “Timm”	Transcription error
Page 231, line 7	“Matusak” should be “Matuszak”	Transcription error
Page 231, line 8	“Pralick” should be “Froelich”	Transcription error
Page 237, line 16	“bowler” should be “roller”	Transcription error
Page 263, line 13	“they’re” should be “they were”	Transcription error
Page 265, line 18	Insert “lane” after “Skee-Ball”	Transcription error/Clarification
Page 273, line 25	“skew” should be “SKU”	Transcription error
Page 274, line 24	“Jack Potrisen” should be “Jackpot Rising”	Transcription error
Page 284, line 4	“who” should be “how”	Transcription error
Page 322, line 10	“skews” should be “SKUs”	Transcription error
Page 394, line 21	Remove “not”	Clarification
Page 450, line 11	“exhausted” should be “exhaustive”	Transcription error/Clarification
Page 456, line 14	Remove “well a”	Transcription error
Page 459, line 23	“exhausted” should be “exhaustive”	Transcription error/Clarification
Page 462, line 9	Insert “would” between “they” and “have”	Transcription error/Clarification
Page 467, lines 13-24	The questioning refers to the use of the Skee-Ball mark by the Ohio State Lottery as a “permissible use of the Skee-Ball mark.” This was not a “permissible use of the Skee-Ball mark.” I did not know about this use of the Skee-Ball mark and did not endorse it.	Clarification based on mischaracterization of testimony in Full Circle’s August 9, 2022 Response to Bay Tek’s Pre-Motion Letter (ECF No. 129).

*Holly Hampton*  
 HOLLY HAMPTON